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FIREMAN'S FUND INSURANCE COMPANY a/s/o  
PHOENIX INTERNATIONAL FREIGHT SERVICES,  
INC.,

Plaintiff,

Docket No.

v.

COMPLAINT

M/V APL EGYPT, her boilers, engines, machinery, etc.,  
APL LIMITED, and MITSUI O.S.K. LINES, LTD.,

Defendant (s).

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Plaintiff Fireman's Fund McGee Marine Underwriters a/s/o Phoenix International  
Freight Services, Inc., by its attorneys, Graham, Miller, Neandross, Mullin & Roonan,  
LLC., complaining of the defendants, states:

PARTIES

1. At all times hereinafter mentioned, plaintiff is a corporation duly existing as an  
insurance company under the laws of the State of California, with its principal place of  
business located at 777 San Marin Drive, Novato, California.

2. At all times hereinafter mentioned, plaintiff is subrogated to all right, title and  
interest of any claim has against the defendant, as a result of its payment of \$3,416.54 to  
Phoenix International Freight services, Inc. under a policy of insurance issued by the  
plaintiff to the its insured.

3. Upon information and belief, at all time hereinafter mentioned, APL Limited is  
a corporation with its principal place of business located at 1111 Broadway, Oakland  
California 94607 and defendant is the owner and operator of M/V APL EGYPT.

4. Upon information and belief, at all time hereinafter mentioned, defendant Mitsui O.S.K. Lines, Ltd. is a corporation duly existing under the laws of the State of New York, with its principal place of business located at 1 Pershing Plaza, Jersey City, New Jersey 07399

### JURISDICTION

3. This Court has admiralty jurisdiction over this lawsuit under 28 U.S.C. 1333.

### FIRST CAUSE OF ACTION

4. On May 28, 2006, cargo in container # MOTU0112509 was delivered into APL's possession for shipment aboard the APL EGYPT, Voy. 037 West from Bremerhaven, Germany to New York, New York.

5. On May 28, 2006 Mitsui O.S.K. Lines, Ltd issued its Waybill # MOLU805139650-A for this shipment.

6. The cargo arrived in a damaged condition and as common carriers for hire, defendants are liable, jointly and severally, for the damage to cargo.

7. As a result of defendants' mishandling of cargo, there was property damage in the sum of \$3,416.54, which plaintiff paid to its insured.

WHEREFORE, plaintiff respectfully requests a judgment in favor of the plaintiff against the defendant in the sum of \$3,416.54, with interest from May 28, 2006, plus costs, expenses, attorneys' fees and such other relief which the Court deems just and proper.

DATED: May 29, 2007  
New York, New York

GRAHAM, MILLER, NEANDROSS  
MULLIN & ROONAN, LLC.

Attorneys for the Plaintiff

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By



William Mullin (WM-5318)

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FIREMAN'S FUND INSURANCE COMPANY a/s/o  
PHOENIX INTERNATIONAL FREIGHT SERVICES, INC.,

Plaintiff,

Docket No.

-against-

RULE 7.1  
STATEMENT

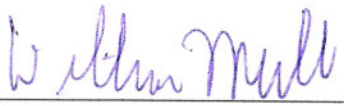
M/V/ APL EGYPT, her boilers, engines, machinery, etc.,  
APL LINES LIMITED and MITSUI O.S.K. LINES, LTD.,

Defendant(s).  
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Pursuant to Rule 7.1 of the Federal Rules of Civil Procedure and to enable judges and magistrates to evaluate possible disqualification or recusal, the undersigned attorney for the plaintiff certifies that the following are corporate parents, subsidiaries, or affiliates of the plaintiff:

Allianz Insurance Company

DATED: May 29, 2007

  
William Mullin (WM-5318)  
Graham, Miller, Neandross,  
Mullin & Roonan, LLC.  
Attorneys for the Plaintiff  
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